

CONTRACT #4
RFS # 403.85-00210
FA # 06-16645

Transportation

VENDOR:
First Data Government
Solutions, LP



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

SUITE 700, JAMES K. POLK BUILDING
NASHVILLE, TENNESSEE 37243-0349
(615) 741-2848

GERALD F. NICELY
COMMISSIONER

PHIL BREDESEN
GOVERNOR

September 15, 2009

Tennessee General Assembly
Fiscal Review Committee
8th Floor, Rachel Jackson Building
Nashville, TN 37243

Subject: Amendment Three
First Data Government Solutions, LP
FA-06-16645 - Term 12/5/05 - 6/30/10

RECEIVED

SEP 16 2009

FISCAL REVIEW

Ladies and Gentlemen:

The referenced contract is for Tennessee's 5-1-1- Travel Information Service. The contractor was selected through the RFP process. The purpose of this amendment is to add the final term extension, as allowed by contract, and to request additional funding to be added to cover the extended time frame.

This packet contains the following materials as required by your office:

1. Amendment Three which will extend the contract and provide funding for that extension, and the contract summary sheet for the amendment.
2. Amendment Two and its contract summary sheet.
3. Amendment One and its contract summary sheet.
4. The original contract and its contract summary sheet.
5. The Non-Competitive Amendment Request.
6. Supplemental Documentation Required by the Fiscal Review Committee.

Please advise if you have any questions or comments.

Sincerely,

Gerald F. Nicely
Commissioner

bw

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	John Hall	*Contact Phone:	615-741-2331		
*Contract Number:	FA-06-16646	*RFS Number:	40385-00210		
*Original Contract Begin Date:	12/5/05	*Current End Date:	12/4/09		
Current Request Amendment Number: <i>(if applicable)</i>	Amendment 3				
Proposed Amendment Effective Date: <i>(if applicable)</i>	12/1/09				
*Department Submitting:	Department of Transportation				
*Division:	Community Relations Division				
*Date Submitted:	9/15/09				
*Submitted Within Sixty (60) days: <i>If not, explain:</i>	Yes				
*Contract Vendor Name:	First Data Government Solutions LP				
*Current Maximum Liability:	\$898,000.00				
*Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY: 06	FY: 07	FY: 08	FY: 09	FY	FY
\$181,595.84	\$355,925.00	\$60,479.16	\$300,000.00	\$	\$
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from STARS or FDAS report)</i>					
FY: 06	FY: 07	FY: 08	FY: 09	FY 10	FY
\$56,500.00	\$290,555.37	181,550.87	201,712.94	\$224,000.00* This amendment	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			TDOT had no previous experience with 511 program operations and therefore could not anticipate with any assured accuracy the number of calls that would be received. This is a multi-year contract, funded by highway funds, under which surplus funds may be carried forward.		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			As indicated in the answer above, highway funds are allowed to be carried forward in multi-year contracts.		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:			As indicated in the first response, we had no way of predicting the volume of service. Explanation of multi-year contract funding applies here as well.		

Supplemental Documentation Required for
Fiscal Review Committee

*Contract Funding Source/Amount:	State:	\$179,600.00	Federal:	\$718,400.00
Interdepartmental:			Other:	
If "other" please define:				
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>		
10/2/06		Consolidated FY'07 accounting figures		
Method of Original Award: <i>(if applicable)</i>		RFP		
Include a detailed breakdown of the actual expenditures anticipated in each year of the contract. Include specific line items, source of funding, and disposition of any excess fund. <i>(if applicable)</i>		Start-up costs for the system were \$169,500 as shown in the original contract...Phases 1, 2, and 3 (each at \$56,500) Phase 4 is the operational cost (calls). These actual expenditures are shown in Exhibit A by month and category.		
Include a detailed breakdown, in dollars, of any savings that the department anticipates will result from this contract. Include, at a minimum, reduction in positions, reduction in equipment costs, reduction in travel. <i>(if applicable)</i>		To meet public expectation for providing motorist information, without 511, TDOT would have to utilize staff time and resources to dispense information and to respond to requests for information from the public and the news media, regarding traffic, construction and incidents on our highway system. (Since launch of this automated program in August of 2006 by Governor Phil Bredesen, over 2 million calls have been handled by the 511 system).		
Include a detailed analysis, in dollars, of the cost of obtaining this service through the proposed contract as compared to other options. <i>(if applicable)</i>		TDOT does not have the expertise or the capacity for operating this level and volume of service. There was no option other than the RFP process to obtain a skilled and experienced provider.		

09/21/09

VENDOR FINANCIAL FILE

13:34:18

TRANS F Y : 06

LAST UPDATED:

VENDOR NO : 0000166131 00 FIRST DATA GOVERNMENT SOLUTION

OBJECT DTL: ALL

VENDOR TYPE: A

SORT SEQ: FIRSDATAG

SFR RPT : V582582959 06

STATUS : R

PRE-NOTIF/ACH-LGIP N

SFR NON-RPT:

JUL:	.00	AUG:	.00	SEP:	.00
OCT:	.00	NOV:	.00	DEC:	.00
JAN:	.00	FEB:	.00	MAR:	.00
APR:	.00	MAY:	.00	JUN:	56,500.00
ADJ:	.00			FY TOTAL:	56,500.00

(PF11=GO TO VENDOR EDIT TABLE, PF09=GO TO VENDOR PAYMENT)
(PF7=OBJECT DETAIL SUMMARY)

09/21/09

VENDOR FINANCIAL FILE

13:36:28

TRANS F Y : 07

LAST UPDATED:

VENDOR NO : 0000166131 00 FIRST DATA GOVERNMENT SOLUTION

OBJECT DTL: ALL

VENDOR TYPE: A

SORT SEQ: FIRSDATAG

SFR RPT : V582582959 06

STATUS

: R

PRE-NOTIF/ACH-LGIP N

SFR NON-RPT:

JUL:	.00	AUG:	56,500.00	SEP:	.00
OCT:	.00	NOV:	.00	DEC:	.00
JAN:	.00	FEB:	.00	MAR:	.00
APR:	.00	MAY:	.00	JUN:	.00
ADJ:	.00			FY TOTAL:	56,500.00

(PF11=GO TO VENDOR EDIT TABLE, PF09=GO TO VENDOR PAYMENT)
(PF7=OBJECT DETAIL SUMMARY)

0-C

0-C

56,500.00 +
234,055.37 +
290,555.37 ±

Pg. 1 of 2

09/21/09

VENDOR FINANCIAL FILE

13:58:52

TRANS F Y : 09

LAST UPDATED:

VENDOR NO : 0000171096 00 FIRST DATA GOVERNMENT SOLUTIONS, LP

OBJECT DTL: ALL

VENDOR TYPE: A

SORT SEQ: FIRSDATA

SFR RPT : V582582959 03

STATUS : R PRE-NOTIF/ACH-LGIP N

SFR NON-RPT:

JUL:	.00	AUG:	31,196.66	SEP:	36,002.10
OCT:	.00	NOV:	.00	DEC:	.00
JAN:	.00	FEB:	.00	MAR:	.00
APR:	.00	MAY:	.00	JUN:	.00
ADJ:	.00			FY TOTAL:	67,198.76

(PF11=GO TO VENDOR EDIT TABLE, PF09=GO TO VENDOR PAYMENT)
(PF7=OBJECT DETAIL SUMMARY)

0-C

0-C

0-C

67,198.76 +
35,697.57 +
98,816.61 +
201,712.94 +

Pg. 1 of 3

09/21/09

VENDOR FINANCIAL FILE

13:59:23

TRANS F Y : 09

LAST UPDATED:

VENDOR NO : 0000182401 00 FIRST DATA GOVERNMENT SOLUTION

OBJECT DTL: ALL

VENDOR TYPE: A

SORT SEQ: FIRSTDATA

SFR RPT : V582582959 06

STATUS : R PRE-NOTIF/ACH-LGIP N * SFR NON-RPT:

JUL: .00 AUG: .00 SEP: .00

OCT: .00 NOV: .00 DEC: .00

JAN: 66,458.64 FEB: 22,955.53 MAR: .00

APR: 9,402.44 MAY: .00 JUN: .00

ADJ: .00 FY TOTAL: 98,816.61

(PF11=GO TO VENDOR EDIT TABLE, PF09=GO TO VENDOR PAYMENT)
(PF7=OBJECT DETAIL SUMMARY)

Pg. 3 of 3

DOCUMENT FILE SUMMARY INQUIRY

AGENCY: 00 DOCUMENT: FA0616646 SUF: 00

X DOCUMENT	GLA	DOC AMOUNT	ADJ/ACTUALS	LIQUIDATIONS	BALANCE
FA0616646-00	0015	242,075.00		242,075.00	
FA0616646-00	7450	242,075.00	242,075.00	242,075.00	
FA0616646-01	0015	655,925.00		655,925.00	
FA0616646-01	7450	655,925.00	488,244.18	488,244.18	167,680.82

898,000 - 730,319.¹⁸

END OF DOCUMENT (FOR DOCUMENT DETAIL, ENTER X ON PROPER LINE, PRESS PF11)
(PF4=MATCH, PF5=FIRST, PF6=NEXT, PF3=RETURN, PF10=SIGNOFF)

EXHIBIT A

MONTH	TIER 1 0-25k	TIER 2 25k-50k	TIER 3 50k-75k	TIER 4 75k-100k	TIER 5 100k-150k	TIER 6 150k-200k	TOTAL MINUTES	TRANSFERS	MAINT.	COST
AUG '06	25,000	25,000	25,000	25,000	20,915	0	120,915	1,679	\$ 3,000.00	\$ 18,625.08
SEP '06	25,000	25,000	25,000	25,000	14,066	0	114,766	1,705	\$ 3,000.00	\$ 18,005.43
OCT '06	25,000	25,000	25,000	25,000	22,192	0	122,192	1,874	\$ 3,000.00	\$ 18,954.16
NOV '06	25,000	25,000	25,000	25,000	19,961	0	119,961	2,100	\$ 3,000.00	\$ 18,995.41
DEC '06	25,000	25,000	25,000	25,000	18,297	0	118,297	2,054	\$ 3,000.00	\$ 18,735.69
JAN '07	25,000	25,000	25,000	25,000	21,896	0	121,896	2,136	\$ 3,000.00	\$ 18,544.56
FEB '07	25,000	25,000	25,000	25,000	30,000	5,604	153,504	2,630	\$ 3,000.00	\$ 22,980.40
MAR '07	25,000	25,000	25,000	25,000	0	0	98,634	1,141	\$ 3,000.00	\$ 15,518.64
APR '07	25,000	25,000	25,000	25,000	0	0	84,183	1,141	\$ 3,000.00	\$ 14,151.13
MAY '07	25,000	25,000	25,000	25,000	0	0	89,117	1,551	\$ 3,000.00	\$ 15,109.87
JUN '07	25,000	25,000	25,000	25,000	3,295	0	103,275	1,862	\$ 3,000.00	\$ 16,955.88
JUL '07	25,000	25,000	25,000	25,000	15,789	0	115,789	2,066	\$ 3,000.00	\$ 18,484.50
AUG '07	25,000	25,000	25,000	25,000	0	0	88,279	999	\$ 3,000.00	\$ 14,459.69
SEP '07	25,000	25,000	25,000	25,000	0	0	78,094	1,310	\$ 3,000.00	\$ 13,850.34
OCT '07	25,000	25,000	25,000	25,000	0	0	87,209	1,234	\$ 3,000.00	\$ 14,026.99
NOV '07	25,000	25,000	25,000	25,000	0	0	97,316	1,425	\$ 3,000.00	\$ 15,889.76
DEC '07	25,000	25,000	25,000	25,000	3,577	0	103,527	2,400	\$ 3,000.00	\$ 17,520.34
JAN '08	25,000	25,000	25,000	25,000	16,611	0	136,621	3,158	\$ 3,000.00	\$ 21,786.21
FEB '08	25,000	25,000	25,000	25,000	11,988	0	131,928	2,716	\$ 3,000.00	\$ 20,828.44
MAR '08	25,000	25,000	25,000	25,000	50,000	6,311	166,281	3,068	\$ 3,000.00	\$ 24,696.10
APR '08	25,000	25,000	25,000	25,000	0	0	77,060	1,311	\$ 3,000.00	\$ 13,537.60
MAY '08	25,000	25,000	25,000	25,000	0	0	83,635	1,516	\$ 3,000.00	\$ 14,355.85
JUN '08	25,000	25,000	25,000	25,000	23,971	0	98,971	2,204	\$ 3,000.00	\$ 16,890.81
JUL '08	25,000	25,000	25,000	25,000	23,210	0	123,240	2,305	\$ 3,000.00	\$ 19,495.20
AUG '08	25,000	25,000	25,000	25,000	0	0	96,489	2,143	\$ 3,000.00	\$ 16,506.79
SEP '08	25,000	25,000	25,000	25,000	1,564	0	76,564	1,582	\$ 3,000.00	\$ 13,735.04
OCT '08	25,000	25,000	25,000	25,000	0	0	70,531	1,444	\$ 3,000.00	\$ 12,930.07
NOV '08	25,000	25,000	25,000	25,000	4,423	0	79,423	1,880	\$ 3,000.00	\$ 14,366.53
DEC '08	25,000	25,000	25,000	25,000	50,000	24,610	224,610	3,086	\$ 3,000.00	\$ 24,447.08
JAN '09	25,000	25,000	25,000	25,000	49,205	0	148,205	3,144	\$ 3,000.00	\$ 22,955.53
FEB '09	25,000	25,000	25,000	25,000	0	0	35,212	2,052	\$ 3,000.00	\$ 9,402.44
MAR '09	25,000	25,000	25,000	25,000	0	0	72,697	728	\$ 3,000.00	\$ 12,483.16
APR '09	25,000	17,856	0	0	0	0	42,856	507	\$ 3,000.00	\$ 8,774.72
MAY '09	25,000	25,000	1,162	0	0	0	51,162	894	\$ 3,000.00	\$ 10,152.63
JUN '09	25,000	25,000	25,000	15,167	0	0	90,167	1,260	\$ 3,000.00	\$ 14,928.37
JUL '09	25,000	25,000	25,000	3,575	0	0	78,575	1,612	\$ 3,000.00	\$ 14,635.25
AUG '09	25,000	25,000	25,000	4,204	0	0	79,204	1,534	\$ 3,000.00	\$ 13,996.44
SEP '09							0			
OCT '09							0			
NOV '09							0			
DEC '09							0			
AVERAGES	25,000	24,407	22,821	15,451	11,041		97,292	1,820	\$ 3,000.00	\$ 16,477.49
WEIGHT	750,000	732,217	684,641	463,626	331,319					
COSTS	\$ 93,750.00	\$ 87,865.08	\$ 78,733.66	\$ 50,988.91	\$ 34,788.51			\$ 67,395.00	\$ 111,000.00	\$ 609,667.01

Tier 1 = \$0.125
 Tier 2 = \$0.120
 Tier 3 = \$0.115
 Tier 4 = \$0.110
 Tier 5 = \$0.105
 Tier 6 = \$0.100
 Transfers = \$1.00 per

MONTH	TIER 1 0 - 25K	TIER 2 25K - 50K	TIER 3 50K - 75K	TIER 4 75K - 100K	TIER 5 100K - 150K	TIER 6 150K - 200K	COSTS for MINUTES	COSTS for TRANSFERS	MAINT.	TOTAL COSTS
AUG '06	\$ 3,125.00	\$ 3,000.00	\$ 2,875.00	\$ 2,750.00	\$ 2,196.08		\$ 13,946.08	\$ 1,679.00	\$ 3,000.00	\$ 18,625.08
SEP '06	\$ 3,125.00	\$ 3,000.00	\$ 2,875.00	\$ 2,750.00	\$ 1,550.43		\$ 13,300.43	\$ 1,705.00	\$ 3,000.00	\$ 18,005.43
OCT '06	\$ 3,125.00	\$ 3,000.00	\$ 2,875.00	\$ 2,750.00	\$ 2,130.16		\$ 14,080.16	\$ 1,874.00	\$ 3,000.00	\$ 18,954.16
NOV '06	\$ 3,125.00	\$ 3,000.00	\$ 2,875.00	\$ 2,750.00	\$ 2,085.44		\$ 13,835.44	\$ 2,100.00	\$ 3,000.00	\$ 18,935.44
DEC '06	\$ 3,125.00	\$ 3,000.00	\$ 2,875.00	\$ 2,750.00	\$ 1,931.69		\$ 13,681.69	\$ 2,054.00	\$ 3,000.00	\$ 18,735.69
JAN '07	\$ 3,125.00	\$ 3,000.00	\$ 2,875.00	\$ 2,408.56			\$ 11,408.56	\$ 2,136.00	\$ 3,000.00	\$ 16,544.56
FEB '07	\$ 3,125.00	\$ 3,000.00	\$ 2,875.00	\$ 2,750.00	\$ 5,250.00	\$ 350.40	\$ 17,350.40	\$ 2,630.00	\$ 3,000.00	\$ 22,980.40
MAR '07	\$ 3,125.00	\$ 3,000.00	\$ 2,875.00	\$ 2,378.64			\$ 11,378.64	\$ 1,141.00	\$ 3,000.00	\$ 15,519.64
APR '07	\$ 3,125.00	\$ 3,000.00	\$ 2,875.00	\$ 1,010.13			\$ 10,010.13	\$ 1,141.00	\$ 3,000.00	\$ 14,151.13
MAY '07	\$ 3,125.00	\$ 3,000.00	\$ 2,875.00	\$ 1,552.87			\$ 10,552.87	\$ 1,551.00	\$ 3,000.00	\$ 15,103.87
JUN '07	\$ 3,125.00	\$ 3,000.00	\$ 2,875.00	\$ 2,750.00	\$ 343.88		\$ 12,093.88	\$ 1,862.00	\$ 3,000.00	\$ 16,955.88
JUL '07	\$ 3,125.00	\$ 3,000.00	\$ 2,875.00	\$ 2,750.00	\$ 1,648.50		\$ 13,398.50	\$ 2,066.00	\$ 3,000.00	\$ 18,464.50
AUG '07	\$ 3,125.00	\$ 3,000.00	\$ 2,875.00	\$ 1,461.69			\$ 10,460.69	\$ 999.00	\$ 3,000.00	\$ 14,459.69
SEP '07	\$ 3,125.00	\$ 3,000.00	\$ 2,875.00	\$ 340.34			\$ 9,340.34	\$ 1,310.00	\$ 3,000.00	\$ 13,650.34
OCT '07	\$ 3,125.00	\$ 3,000.00	\$ 2,875.00	\$ 792.99			\$ 9,792.99	\$ 1,234.00	\$ 3,000.00	\$ 14,026.99
NOV '07	\$ 3,125.00	\$ 3,000.00	\$ 2,875.00	\$ 2,454.76			\$ 11,454.76	\$ 1,435.00	\$ 3,000.00	\$ 15,889.76
DEC '07	\$ 3,125.00	\$ 3,000.00	\$ 2,875.00	\$ 2,750.00	\$ 370.34		\$ 12,120.34	\$ 2,400.00	\$ 3,000.00	\$ 17,520.34
JAN '08	\$ 3,125.00	\$ 3,000.00	\$ 2,875.00	\$ 2,750.00	\$ 3,845.21		\$ 15,595.21	\$ 3,151.00	\$ 3,000.00	\$ 21,746.21
FEB '08	\$ 3,125.00	\$ 3,000.00	\$ 2,875.00	\$ 2,750.00	\$ 3,352.44		\$ 15,102.44	\$ 2,726.00	\$ 3,000.00	\$ 20,828.44
MAR '08	\$ 3,125.00	\$ 3,000.00	\$ 2,875.00	\$ 2,750.00	\$ 5,250.00	\$ 626.10	\$ 18,628.10	\$ 3,068.00	\$ 3,000.00	\$ 24,696.10
APR '08	\$ 3,125.00	\$ 3,000.00	\$ 2,875.00	\$ 2,266.60			\$ 9,226.60	\$ 1,311.00	\$ 3,000.00	\$ 13,537.60
MAY '08	\$ 3,125.00	\$ 3,000.00	\$ 2,875.00	\$ 839.85			\$ 9,839.85	\$ 1,516.00	\$ 3,000.00	\$ 14,355.85
JUN '08	\$ 3,125.00	\$ 3,000.00	\$ 2,875.00	\$ 2,636.81			\$ 11,636.81	\$ 2,204.00	\$ 3,000.00	\$ 16,840.81
JUL '08	\$ 3,125.00	\$ 3,000.00	\$ 2,875.00	\$ 2,750.00	\$ 2,440.20		\$ 14,190.20	\$ 2,305.00	\$ 3,000.00	\$ 19,495.20
AUG '08	\$ 3,125.00	\$ 3,000.00	\$ 2,875.00	\$ 2,363.79			\$ 11,363.79	\$ 2,143.00	\$ 3,000.00	\$ 16,506.79
SEP '08	\$ 3,125.00	\$ 3,000.00	\$ 2,875.00	\$ 172.04			\$ 9,172.04	\$ 1,563.00	\$ 3,000.00	\$ 13,735.04
OCT '08	\$ 3,125.00	\$ 3,000.00	\$ 2,361.07				\$ 8,486.07	\$ 1,444.00	\$ 3,000.00	\$ 12,930.07
NOV '08	\$ 3,125.00	\$ 3,000.00	\$ 2,875.00	\$ 486.53			\$ 9,486.53	\$ 1,860.00	\$ 3,000.00	\$ 14,346.53
DEC '08	\$ 3,125.00	\$ 3,000.00	\$ 2,875.00	\$ 2,750.00	\$ 5,250.00	\$ 1,441.00	\$ 19,441.00	\$ 3,006.00	\$ 3,000.00	\$ 25,447.00
JAN '09	\$ 3,125.00	\$ 3,000.00	\$ 2,875.00	\$ 2,750.00	\$ 5,061.53		\$ 16,811.53	\$ 3,144.00	\$ 3,000.00	\$ 22,955.53
FEB '09	\$ 3,125.00	\$ 1,225.44					\$ 4,350.44	\$ 2,052.00	\$ 3,000.00	\$ 9,402.44
MAR '09	\$ 3,125.00	\$ 3,000.00	\$ 2,610.16				\$ 8,735.16	\$ 728.00	\$ 3,000.00	\$ 12,463.16
APR '09	\$ 3,125.00	\$ 2,182.72					\$ 5,267.72	\$ 507.00	\$ 3,000.00	\$ 8,774.72

MAY '09	\$ 3,125.00	\$ 3,000.00	\$ 133.63	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,258.63	\$ 894.00	\$ 3,000.00	\$ 10,152.63
JUN '09	\$ 3,125.00	\$ 3,000.00	\$ 2,875.00	\$ 1,668.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,668.37	\$ 1,260.00	\$ 3,000.00	\$ 14,928.37
JUL '09	\$ 3,125.00	\$ 3,000.00	\$ 2,875.00	\$ 393.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,393.25	\$ 1,612.00	\$ 3,000.00	\$ 14,005.25
AUG '09	\$ 3,125.00	\$ 3,000.00	\$ 2,875.00	\$ 462.44	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,462.44	\$ 1,534.00	\$ 3,000.00	\$ 13,996.44
SEP '09	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OCT '09	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
NOV '09	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DEC '09	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL:										\$ 431,322.01	\$ 67,345.00	\$ 111,000.00	\$ 609,667.01

NON-COMPETITIVE AMENDMENT REQUEST:

APPROVED

Commissioner of Finance & Administration

1) RFS #	40385-00210	
2) Procuring Agency :	Department of Transportation	
EXISTING CONTRACT INFORMATION		
3) Service Caption :	5-1-1 Travel Information Service	
4) Contractor :	First Data Government Solutions, LP	
5) Contract #	FA-06-16645	
6) Contract Start Date :	12/5/05	
7) CURRENT Contract End Date : (if ALL options to extend the contract are exercised)	12/4/10	
8) CURRENT Maximum Cost : (if ALL options to extend the contract are exercised)	\$ 1,122,000.00	
PROPOSED AMENDMENT INFORMATION		
9) Amendment #	3	
10) Amendment Effective Date : (attached explanation required if < 60 days after F&A receipt)	December 1, 2009	
11) PROPOSED Contract End Date : (if ALL options to extend the contract are exercised)	6/30/10	
12) PROPOSED Maximum Cost : (if ALL options to extend the contract are exercised)	\$1,122,000.00	
13) Approval Criteria : (select one)	<input checked="" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state	
	<input type="checkbox"/> only one uniquely qualified service provider able to provide the service	
14) Description of the Proposed Amendment Effects & Any Additional Service :		
Final term extension allowed in the contract. Adds seven months and monies for that extended period of time.		
15) Explanation of Need for the Proposed Amendment :		
<p>To extend the term for an additional seven months. An RFP was conducted for this service. This vendor (First Data) was the apparent best evaluated proposer, but after trying, unsuccessfully, to agree to contract terms, the State awarded the contract to the second best evaluated proposer. We lost several weeks in this process. Therefore, the new contractor could not start until mid-August. First Data's contract must be extended in order to provide the new contractor time to design, develop, test and implement his system. Had we been able to award this contract on a timely basis, the new contractor should have had his system ready to go upon expiration of the fourth year of First Data's contract. First Data will be providing operation of the system only. Once the new contractor's system is designed and tested, he will begin operations and maintenance for the 511 calls and First Data will no longer receive the calls.</p>		

16) Name & Address of Contractor's Current Principal Owner(s) : (not required for a TN state education institution)

First Data Government Solutions, LP
 12500 Mt. Belford Avenue
 Englewood, CO 80112

17) Office for Information Resources Endorsement : (required for information technology service; n/a to THDA)

Documentation is ... Not Applicable to this Request Attached to this Request

18) eHealth Initiative Endorsement : (required for health-related professional, pharmaceutical, laboratory, or imaging service)

Documentation is ... Not Applicable to this Request Attached to this Request

19) Department of Human Resources Endorsement : (required for state employees training service)

Documentation is ... Not Applicable to this Request Attached to this Request

20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

None. This is a continuation of the contract in effect. It can be extended for an additional 12-month period. However, we are extending it only until June 30, 2010.

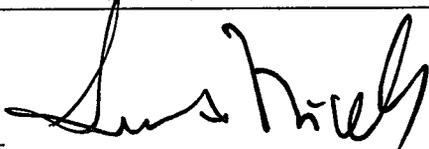
21) Justification for the Proposed Non-Competitive Amendment :

We must extend the contract in order to ensure operation of the 5-1-1 service while the new contractor is going through system design, development, testing and implementation.

AGENCY HEAD SIGNATURE & DATE :

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)

SIGNATURE & DATE





C O N T R A C T A M E N D M E N T

Agency Tracking # 40385-00210	Edison ID	Contract # FA-06-16646	Amendment # 3
---	------------------	----------------------------------	-------------------------

Contractor First Data Government Solutions, LP	Contractor Federal Employer Identification or Social Security # <input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 58-2582959
--	--

Amendment Purpose/ Effects
Extend the Contract for seven months and add funds for that period of time.

Contract Begin Date 12/5/05	Contract End Date 6/30/10	Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	CFDA #(s) 20.205
---------------------------------------	-------------------------------------	---	----------------------------

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2006	36,319.17	145,276.67			181,595.84
2007	71,185.00	284,740.00			355,925.00
2008	12,095.83	48,383.33			60,479.16
2009	60,000.00	240,000.00			300,000.00
2010	44,800.00	179,200.00			224,000.00
TOTAL:	224,400.00	897,600.00			1,122,000.00

American Recovery and Reinvestment Act (ARRA) Funding - YES NO

— COMPLETE FOR AMENDMENTS —			Agency Contact & Telephone #	
END DATE AMENDED? <input type="checkbox"/> YES <input type="checkbox"/> NO			Audra Colvin - 741-2498	
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Agency Budget Officer Approval (there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred)	
2006	598,000.00			
2008	0.00			
2009	300,000.00			
2010		224,000.00		
TOTAL:	898,000.00	224,000.00	Speed Code	Account Code

— OCR USE —	Procurement Process Summary (non-competitive, FA- or ED-type only)
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**AMENDMENT THREE
TO FA-06-16646**

This Contract Amendment is made and entered by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and First Data Government Solutions, LP, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1. The text of Contract Section B.1. is deleted in its entirety and replaced with the following:

B.1. Contract Term. This Contract shall be effective for the period commencing on December 5, 2005 and ending June 30, 2010. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

2. The text of Contract Section C.1. is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed One Million, One Hundred Twenty Two Thousand Dollars and no cents (\$1,122,000.00). The Service Rates in Section C.3. shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials, or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct or indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

3. The following provision is added as Contract Section D.20.

D.20. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment One, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to

supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.

- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

4. The following provision is added as Contract Section E.19.

E.19. Voluntary Buyout Program. The Contractor acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.

- a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
- b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Contractor understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such cases the State may refuse Contractor personnel. Inasmuch, it shall be the responsibility of the State to review Contractor personnel to identify any such issues.
- c. With reference to either subsection a. or b. above, a contractor may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.

5. Contract Attachment One attached hereto is added as a new Contract Attachment.

The revisions set forth herein shall be effective on the date of final approval by the appropriate State officials in accordance with applicable Tennessee State laws and regulations. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

FIRST DATA GOVERNMENT SOLUTIONS, LP:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE DEPARTMENT OF TRANSPORTATION:

GERALD F. NICELY, COMMISSIONER

DATE

JOHN REINBOLD, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY

DATE

ATTACHMENT ONE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION



FAX/EMAIL TRANSMITTAL

to Request OIR Procurement Endorsement

Walden

TO : Jane Chittenden, Director
 OIR Procurement & Contract Management **FAX # 741-6164**

FROM : Vic Mangrum, IT Director **FAX # 532-3213**

DATE : September 15, 2009

RFS # 40385-00210

RE : Procurement Endorsement —First Data 511 Contract Extension

INFORMATION SYSTEMS PLAN PROJECT: N/A

NUMBER OF FAX PAGES (including cover): N/A FOR EMAIL

The nature and scope of service detailed in the attached service procurement document(s) appears to require Office for Information Resources (OIR) review and support, because the procurement involves information technology or information systems services.

This communication seeks to ensure that OIR is aware of the procurement and has an opportunity to review the matter. Please determine whether OIR is supportive of the procurement. If you have any questions or concerns about this matter, please call Jim Waters at 741-0450 or Vic Mangrum at 532-9867.

Please indicate below your response to this proposed procurement, and return this communication at your earliest convenience (note the return FAX number above).

Thank you for your help.

Attachment(s)

Must include the entire contract or amendment document and where applicable, the non-competitive contract or amendment request form. The original contract and any prior amendments that were applied to the same section of the contract must be provided with an amendment. Electronic copies of the contract, amendments, and request form without signature are acceptable.

RFP documents must be provided in electronic form.

OIR Endorsement :

Mark Brindley

9/15/09

OIR Chief Information Officer

Date

CONTRACT SUMMARY SHEET

021908

RFS # 403 . 85 — 002 — 09		Contract # FA06-16646-0002	
State Agency Tennessee Department of Transportation		State Agency Division Community Relations	
Contractor Name First Data Government Solutions, LP		Contractor ID # (FEIN or SSN) <input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 58-2582959	
Service Description Tennessee's 511 travel information telephone service			
Contract Begin Date 12/5/05	Contract End Date 12/4/09	SUBRECIPIENT or VENDOR? Vendor	CFDA # 20.205

Mark Each TRUE Statement

Contractor is on STARS Contractor's Form W-9 is on file in Accounts

Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
480	88	083	21		

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2006	\$36,319.17	\$145,276.67			\$181,595.84
2007	\$71,185.00	\$284,740.00			\$355,925.00
2008	\$12,095.83	\$48,383.33			\$60,479.16
2009	\$60,000.00	\$240,000.00			\$300,000.00
	44,800				
TOTAL:	\$179,600.00	\$718,400.00			\$898,000.00

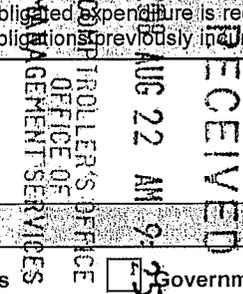
— COMPLETE FOR AMENDMENTS ONLY —

FY	Base Contract & Prior Amendments	THIS Amendment ONLY
2006	\$598,000.00	
2008	0.00	
2009		\$300,000.00
TOTAL:	\$598,000.00	\$300,000.00
End Date:	12/4/08	12/4/09

State Agency Fiscal Contact & Telephone #
Audra Colvin, 741-2498

State Agency Budget Officer Approval
Neal Ham

Funding Certification (certification, required by T.C.A. § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)



Contractor Ownership (complete for ALL base contracts— N/A to amendments or delegated authorities)

African American Person w/ Disability Hispanic Small Business Government
 Asian Female Native American NOT Minority/Disadvantaged Other

Contractor Selection Method (complete for ALL base contracts— N/A to amendments or delegated authorities)

RFP Competitive Negotiation * Alternative Competitive Method *
 Non-Competitive Negotiation Negotiation w/ Government (ID, GG, GU) Other *

* **Procurement Process Summary** (complete for selection by Non-Competitive Negotiation, Competitive Negotiation, OR Alternative Method)

SEP 23 2008

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

**AMENDMENT TWO
TO FA-06-16646-00**

This Contract Amendment is made and entered by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and First Data Government Solutions, LP, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1. The text of Contract Section B.1. is deleted in its entirety and replaced with the following:

B.1. Contract Term. This Contract shall be effective for the period commencing on December 5, 2005 and ending December 4, 2009. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
2. The text of Contract Section C.1. is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Eight Hundred Ninety Eight Thousand Dollars and No Cents (\$898,000.00). The Service Rates in Section C.3. shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials, or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct or indirect costs incurred or to be incurred by the Contractor.

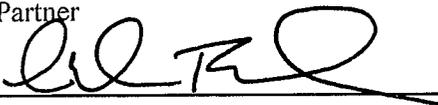
The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

The revisions set forth herein shall be effective September 1, 2008. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF:

FIRST DATA GOVERNMENT SOLUTIONS, LP:

By First Data Government Solutions, LLC
Its General Partner



7/24/08

CONTRACTOR SIGNATURE

DATE

Chuck Eliassen, Vice President

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)



TENNESSEE DEPARTMENT OF TRANSPORTATION:

Gerald F. Nicely

AUG 04 2008

GERALD F. NICELY, COMMISSIONER

DATE

TENNESSEE DEPARTMENT OF TRANSPORTATION:

John Reinbold

7/31/08

JOHN REINBOLD, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY

DATE

APPROVED:

M. D. Goetz, Jr.

8/22/08

M. D. GOETZ, JR., COMMISSIONER
DEPARTMENT OF FINANCE AND ADMINISTRATION

DATE

John G. Morgan

8/25/08

JOHN G. MORGAN, COMPTROLLER OF THE TREASURY

DATE



C O N T R A C T S U M M A R Y S H E E T

8-8-05

RFS #		Contract #	
403.85-002		FA-06-16646-0001	
State Agency		State Agency Division	
TDOT		Community Relations	
Contractor Name		Contractor ID # (FEIN or SSN)	
First Data Government Solutions, LP		<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 58-2582959	
Service Description			
Tennessee's 511 travel information telephone service.			
Contract Begin Date	Contract End Date	SUBRECIPIENT or VENDOR?	CFDA #
12/5/05	12/04/08	Vendor	20.205

Mark, if Statement is TRUE

Contractor is on STARS as required
 Contractor's Form W-9 is on file in Accounts as required

Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
480	88	083	21		
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2006	\$36,319.17	\$145,276.67			\$181,595.84
2007	\$71,185.00	\$284,740.00			\$355,925.00
2008	\$12,095.83	\$48,383.33			\$60,479.16
TOTAL:	\$119,600.00	\$478,400.00			\$598,000.00

— COMPLETE FOR AMENDMENTS ONLY —		
FY	Base Contract & Prior Amendments	THIS Amendment ONLY
2006	\$598,000.00	
2007		\$0.00
TOTAL:	\$598,000.00	\$0.00
End Date:	12/4/08	12/4/08

State Agency Fiscal Contact & Telephone #

Kenitha Reed Neal Ham, TDOT Finance Office 2498
Suite 800 JKP Bldg, Nashville, Tennessee 37243 (615) 741-8884

State Agency Budget Officer Approval

Neal Ham

Funding Certification (certification, required by T.C.A. § 9-46-113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)

RECEIVED
 OFFICE OF
 MANAGEMENT SERVICES
 JUN 29 AM 10:30

Contractor Ownership

African American
 Disabled
 Hispanic
 Small Business
 NOT minority/disadvantaged
 Asian
 Female
 Native American
 OTHER minority/disadvantaged—

Contractor Selection Method

RFP
 Competitive Negotiation
 Alternative Competitive Method
 Non-Competitive Negotiation
 Government
 Other

Procurement Process Summary

JUN 10 2008

DIRECTOR OF ADMINISTRATION

**AMENDMENT ONE
TO FA-06-16646-00**

This contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the State, and First Data Government Solutions, LP, hereinafter referred to as the Contractor, is hereby amended as follows:

1. Delete Section C.3.b in its entirety and insert the following in its place:

C.3.b. Operations, Maintenance, and Enhancement Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A.2. The Contractor shall be compensated based upon the following Service Rates:

<u>SERVICE UNIT/MILESTONE</u>	<u>PAYMENT RATE</u>
Phase 4: Operations and Maintenance of 511 Service – Monthly cost components independent of usage, including but not limited to program management, IVR hosting, and software and hardware maintenance and upgrades	\$3,000
Phase 4: Operations and Maintenance of 511 Service – Per minute rate for 0-25,000 minutes in a month (includes all applicable long distance access, telco, and bursting surcharges and taxes except for call transfer charges)	\$0.125
Phase 4: Operations and Maintenance of 511 Service – Per minute rate, if exceed 25,000 minutes in a month, for next tier of 25,000 minutes (25,001-50,000 total minutes) in a month (includes all applicable long distance access, telco, and bursting surcharges and taxes except for call transfer charges)	\$0.12
Phase 4: Operations and Maintenance of 511 Service – Per minute rate, if exceed 50,000 minutes in a month, for next tier of 25,000 minutes (50,001-75,000 total minutes) in a month (includes all applicable long distance access, telco, and bursting surcharges and taxes except for call transfer charges)	\$0.115
Phase 4: Operations and Maintenance of 511 Service – Per minute rate, if exceed 75,000 minutes in a month, for next tier of 25,000 minutes (75,001-100,000 total minutes) in a month (includes all applicable long distance access, telco, and bursting surcharges and taxes except for call transfer charges)	\$0.11
Phase 4: Operations and Maintenance of 511 Service – Per minute rate, if exceed 100,000 minutes in a month, for next tier of 50,000 minutes (100,001-150,000 total minutes) in a month (includes all applicable long distance access, telco, and bursting surcharges and taxes except for call transfer charges)	\$0.105



Phase 4: Operations and Maintenance of 511 Service – Per minute rate, if exceed 150,000 minutes in a month, for next tier of 50,000 minutes (150,001-200,000 total minutes) in a month (includes all applicable long distance access, telco, and bursting surcharges and taxes except for call transfer charges)	\$0.10
Phase 4: Operations and Maintenance of 511 Service – Per minute rate, if exceed 200,000 minutes in a month, for all additional minutes beyond 200,000 minutes in a month (includes all applicable long distance access, telco, and bursting surcharges and taxes except for call transfer charges)	\$0.095
Phase 4: Operations and Maintenance of 511 Service – Per transfer charge for a call transfer to a toll-free number	\$1.00
Phase 5: Initial Enhancements of 511 Service – Average hourly rate	\$105.00
Phase 6: Additional Enhancements of 511 Service – Average hourly rate	\$105.00

For initial and additional enhancements to the 511 service (Phase 5 and Phase 6), the Contractor shall provide a fixed-price estimate that shows the number of hours anticipated and their corresponding categorical rates. The Contractor shall not commence work on any enhancements prior to receiving written approval from the State to perform the services. The State reserves the right to challenge any estimate.

The Contractor shall submit an invoice, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. For Phase 4, such invoices shall be submitted monthly. For Phase 5 and for Phase 6, such invoices shall be submitted upon the State's signed acceptance of the work product specified and no more often than monthly and shall, at a minimum, include the name of each individual, the individual's job title, the number of hours worked during the period, the applicable Payment Rate, the total compensation requested for the individual, and the total amount due the Contractor for the period invoiced.

The other terms and conditions of this contract not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:

First Data Government Solutions, LP
 BY: FIRST DATA GOVERNMENT SOLUTIONS, LLC, ITS GENERAL PARTNER

[Handwritten Signature]

8/22/06

[NAME AND TITLE]

DATE

Chuck Eliason

VP Client Services

[PRINTED NAME AND TITLE]



DEPARTMENT OF TRANSPORTATION:

Gerald F. Nicely, Commissioner 9-12-06
Gerald F. Nicely, Commissioner DATE

John Reinbold, General Counsel 9/11/06
John Reinbold, General Counsel DATE

Approved as to Form and Legality:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, JR., Commissioner 9/28/06
M. D. Goetz, JR., Commissioner DATE

COMPTROLLER OF THE TREASURY:

John G. Morgan 10/2/06
John G. Morgan, Comptroller of the Treasury DATE



**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
FIRST DATA GOVERNMENT SOLUTIONS, LP**

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and FIRST DATA GOVERNMENT SOLUTIONS, LP, hereinafter referred to as the "Contractor," is for the provision of Tennessee 511 Travel Information Service, as further defined in the "SCOPE OF SERVICES."

The Contractor is a for profit corporation. The Contractor's address is:

First Data Government Solutions, LP
12500 Mt. Belford Ave
M14-R
Englewood, CO 80112

The Contractor's place of incorporation or organization is Delaware.

A. SCOPE OF SERVICES:

A.1. Overview of Tennessee's 511 Service:

A.1.1. Background

In July of 2000, the Federal Communications Commission (FCC) reserved 511 as a three-digit number for travel information. Many agencies have operated toll-free road conditions hotlines for several years, but 511 provides an easy-to-remember number for travelers to get information on road conditions, incidents, closures, construction activities, transit and other modes, and other important information that could impact their travel. As of November 2004, twenty-four (24) 511 services had already been implemented in states and regions across the country. The State has successfully petitioned the Tennessee Regulatory Authority to secure the 511 number for travel information in Tennessee.

The State recently completed an Implementation Plan that recommends the structure and content of the initial 511 service in Tennessee, as well as future enhancements that may be added to the service over time. The Implementation Plan is included in this document as RFP Attachment 6.7 for background informational purposes only and the information therein is not considered part of the requirements that must be met by the proposer.

The State will take the lead role in overseeing the 511 service. A private voice-hosting services network provider will be responsible for the implementation, operations, and maintenance of the 511 service under the direction of the State. Other stakeholders who will play important roles in the initial implementation and ongoing operations of the 511 service include the Tennessee Regulatory Authority, landline and wireless telecommunications providers, neighboring states' 511 services, and the National Weather Service. Future partners are expected to include the Tennessee Highway Patrol (THP), transit agencies, tourism information providers, local transportation and law enforcement agencies, private travel information providers and additional neighboring states' 511 services.

A.1.2. Characteristics of Tennessee's 511 Service

It is anticipated that Tennessee's initial 511 service will be launched in Spring 2006. The initial 511 service, which will be available twenty-four (24) hours a day, three hundred sixty-five (365) days a year, is expected to provide travelers who dial 511 from a landline or wireless telephone with accurate and timely traveler information in Tennessee for no more than the cost of a local call.

The 511 service will utilize an interactive voice response (IVR) platform that will be developed and operated by a private voice-hosting services network provider. There will be four (4) major components of the IVR platform: a telephone network interface to manage incoming calls; a speech engine to recognize voice commands from callers and respond with voice messages; an IVR 511 database to store travel information that is received from the State's Travel and Safety Information System (TSIS) database; and an IVR data server to match caller requests with the appropriate information. The IVR platform will allow callers to use voice or touch-tone commands to request travel information for a specific segment of state highway. In return, the IVR platform will present the caller with the requested information using concatenated speech, text-to-speech, and VoiceXML technology to automatically convert data (i.e., text) into natural-sounding audible messages. In certain circumstances, such as an emergency alert (e.g., AMBER alert, major closure, etc.), pre-recorded messages may be utilized to present information to the caller.

Tennessee's 511 service will provide callers with information about road closures, restrictions, and weather conditions on State highways and interstates in Tennessee. Callers should be able to request information for specific State highways and interstates, as well as specific segments of those roadway corridors. More detailed information will be available in the metropolitan areas. The 511 service will also include emergency notices (e.g., AMBER alerts) and call transfers to the statewide 511 services of Kentucky, North Carolina and Virginia so callers will be able to access the travel information services in those states.

Currently, travelers can call the State's construction hotline (1-800-858-6349) to hear pre-recorded information about construction, closures, or weather or traveler advisories in Tennessee. Messages on this existing hotline are manually recorded by Tennessee DOT staff, and are updated on an as-needed basis. This toll-free number will be replaced with 511, where callers will be able to get enhanced information beyond what is currently being provided on the recorded messages. The State is also currently moving forward with the implementation of a statewide road closure and condition database that will be the foundation of the initial 511 service. This Oracle database, known as the Travel and Safety Information System (TSIS), currently includes information on State highway road closures and restrictions due to construction and maintenance activities as well as flooded road conditions. There are close to six thousand (6,000) different roadway segments currently in the database. It is anticipated that the State will expand TSIS in the near future to include information about incidents, general weather-related road conditions (e.g., existing rain, ice, and snow), and transportation-related major special events that impact State highways. See Attachment 6.8 for an example of how an incident would be entered into the TSIS database. Coordination with THP and other law enforcement agencies will be required in order to obtain some of the incident and emergency notice information.

Metro Nashville freeway conditions information will be available from SmartWay, the State's intelligent transportation system (ITS). SmartWay is a comprehensive traffic management, incident management and travel information system that uses advanced information technologies such as fiber optics, closed circuit television (CCTV) cameras, dynamic message signs (DMS), and traffic flow monitoring devices, in order to improve safety and operation of highways and other transportation modes. SmartWay includes real-time information on the Nashville metro area highways, field devices for surveillance and travel information, and a transportation management center at the TDOT Region 3 offices in Nashville. While currently only operational in Nashville, SmartWay is expected to be implemented in Knoxville in 2005 and Memphis in 2007, which will provide additional metro area data as these regions are deployed. The SmartWay component most likely to generate real-time information that can be incorporated into the 511 service is roadway traffic sensors that report freeway traffic volumes and speeds.

Once the initial 511 service has been implemented and is operational, there are several potential enhancements that will be phased in over the next several years. These enhancements could potentially include call transfers to transit agencies, more detailed urban area information, and links to tourism and



event information. As additional neighboring states implement their 511 services, the State will seek call transfer options with those 511 services.

A.2. Scope of Work. The following is a preliminary scope of work, based on the technical requirements outlined in Section A3 that is intended to assist proposers in submitting a complete proposal.

A.2.1. Project Management

The Contractor shall provide the necessary project management and administrative support to design, build, implement, operate and maintain the hosted element of Tennessee's 511 service. The Contractor shall identify a project manager who will serve as a point of contact for the State throughout the term of the contract.

A.2.1.1. Project Management Plan – The Contractor shall submit a project management plan that shall include, but not be limited to, the following:

- Major tasks to be completed;
- Project work plan showing the effort required and resources assigned to complete each task;
- Anticipated starting and ending dates for each task;
- Microsoft Project baseline schedule of key milestones, product submittals, project meetings, and review periods; and
- Overview of proposed technical design that includes block diagrams and corresponding descriptions of the major components of the system.

The Project Management Plan shall be updated and resubmitted to the State if there are significant changes in the scope of tasks or the project schedule.

A.2.1.2. Progress Reports – The Contractor shall prepare and submit to the State monthly progress reports in a format specified by the State. These monthly reports shall be submitted in conjunction with the Contractor's monthly invoices. The progress reports shall:

- Include total authorized funds and expended funds to date;
- Summarize all work efforts in the reporting period including personnel and hourly utilization; and
- Discuss any anticipated difficulties and proposed solutions.

Once the 511 service is operational, the monthly progress reports shall also include a system performance report which will provide, at a minimum, the operation and utilization statistics currently recommended by the National 511 Guidelines (See Section A.3.7.3 of this Scope of Services).

The Contractor shall prepare an annual program review summary of system performance and operations that will include, at a minimum: annual summary and monthly summaries of call volumes and call transfers, system enhancements and modifications completed (e.g., new content and functions), system enhancements underway, performance against goals, and overall system operations.

As the project approaches the implementation date for the 511 service, more frequent progress reports may be needed to keep the State apprised of project progress.

A.2.1.3. Project Meetings – The Contractor shall organize and conduct project meetings with the State and be responsible for preparing and disseminating agendas and meeting summaries to the State. The purpose of these meetings will be to discuss the progress of work in terms of schedule and budget, to discuss technical and institutional issues that may arise, and to discuss comments on previously submitted products. During the design, build, testing and implementation phases, bi-monthly meetings or teleconferences are anticipated. More frequent meetings may be needed



as the implementation date approaches. Once the 511 service is operational, monthly progress meetings or teleconferences are anticipated to be held between the State and the Contractor's project manager.

A.2.1.4. Project Records and Files – The Contractor shall maintain project records and files. Project records shall include progress reports, meeting agendas and summaries, management plans, schedule updates, project correspondence, product submittals, and source code specific to Tennessee's 511 service. All project records shall be considered the property of the State and shall be made available by the Contractor to State personnel, upon request, for review and audit.

A.2.2. Project Phases

The anticipated major phases or milestones in the project are as follows:

- Phase 1: System Design of 511 Service (December 1st 2005 through February 28, 2006 or earlier);
- Phase 2: Development of Beta Version of 511 Service (February 1st, 2006 through April 16, 2006 or earlier);
- Phase 3: Testing and Implementation of 511 Service (April 16, 2006 through June 15, 2006 or earlier);
- Phase 4: Operations and Maintenance of 511 Service (June 15, 2006 or earlier);
- Phase 5: Initial Enhancements of 511 Service (Winter 2006); and
- Phase 6: Additional Enhancements of 511 Service (as needed).

A.2.3. Phase 1: System Design of 511 Service

Phase 1, or the System Design phase, of the contract includes the development by the Contractor of all design documents needed to develop the beta version of the 511 service. These design documents are to be succinct, yet detailed enough that the State can determine that the proposed design complies with the functional and system requirements described in Section A.3. Where applicable, these design documents are also to be comprehensive enough so that if the hosting services are transferred to a new voice-hosting services provider at some later date, the design documents contain enough information to allow the new provider to ascertain the system functionalities and features of the 511 service. The System Design phase shall be considered complete when the State has reviewed and approved all design documents. Following are the minimum design documents that shall be delivered by the Contractor to the State as part of Phase 1:

A.2.3.1. Quality Assurance and Control Plan – The Contractor shall develop a quality assurance and control plan to ensure compliance with all appropriate standards of quality throughout the term of the contract. The quality assurance and control plan shall be reviewed and updated as needed.

A.2.3.2. Detailed Functional and System Requirements – The Contractor shall prepare detailed functional and system requirements for Tennessee's 511 service. The detailed functional and system requirements shall be based on the requirements outlined in Section A.3.

A.2.3.3. System Architecture and Detailed System Design – Based on the detailed functional and system requirements, the Contractor shall prepare an architecture that shows the various Contractor-provided components of the 511 service. The architecture should graphically depict all subsystems, data interfaces, and call transfers, as well as identify the location and ownership of major hardware and software components. The architecture should also provide design details, such as descriptions of the individual hardware and software components, their functionalities, how they communicate with each other, their relative installation locations, and database usage.

A.2.3.4. Detailed Call Flows and Dialogs – The Contractor shall prepare detailed menu trees and call flow diagrams for the 511 service based on the menu tree outlined in Section A.3.3.3. The Contractor will also prepare call flow diagrams for all future enhancements to the service that result in expansion or modifications to the current menu structure. These call flow diagrams



should illustrate menus, prompts, and sample dialogs for each menu option and layer. Call flows should include menu options, system information, and show sample dialogs with user requests. Dialogs also should address 'help' functions. Dialogs and menu options should indicate which responses are recorded and which are dynamically generated. All call flow diagrams should illustrate both voice recognition and touch-tone responses as callers will have the option to use either.

A.2.3.5. System Interface Design – The Contractor shall prepare a document that provides detailed design for the interfaces that will be required between the public switched telephone network (PSTN), the telephone network interface, the speech engine, the IVR data server, the State's 511 XML server, other 511 services (for a call transfer), and all other system components. A summary describing the designed interfaces will be submitted to the State.

A.2.3.6. System Security and Disaster Recovery Plan – The Contractor shall prepare a system security plan that addresses system security for those components of the 511 service provided by the Contractor. This plan will include provisions to restrict access and protect confidential information through means such as external and internal firewalls. These security plans and provisions shall be reviewed and updated as needed throughout the term of the contract. In addition, the Contractor shall prepare a disaster recovery plan that demonstrates how the system will be brought back to its previous working condition after a system failure or a security breach.

A.2.3.7. Interactive Voice Response Platform Demonstration – The Contractor shall provide a customized IVR platform that has the capability of using voice recognition and concatenated speech output to match 511 callers with requested traveler information. The Contractor will demonstrate the IVR platform capabilities, including speech recognition, human factors calibration, voice messages, call transfers, and other system features, to the State as part of Phase 2 and prior to commencing with final implementation.

A.2.3.8. System Acceptance Test Plan – The Contractor shall prepare a system acceptance test (SAT) plan outlining procedures and performance requirements for the testing phase of the beta version of Tennessee's 511 service. It is envisioned that acceptance testing will occur at key points in the design and build of the system. The Contractor is required to perform a full end-to-end test prior to implementation of the 511 service. The 511 service must operate properly, without system failures, for a consecutive 30-day burn-in period after the end-to-end test before final acceptance of the 511 service will be made. Proper operation includes, but is not limited to, the full process from receiving the call, recognizing the caller requests, retrieving the desired information, reporting that information back to the caller, and terminating the call. The system acceptance test will need to demonstrate functionality of all interfaces and transfers, voice and touch-tone recognition, and menus, and that the system is accurately providing information based on requests. A load test also will be performed by the Contractor prior to implementation. The system acceptance test plan shall also outline procedures and performance requirements for the testing phase of any modifications or enhancements that may be made to Tennessee's 511 service after the initial implementation of the system is complete.

A.2.3.9. Implementation Plan – The Contractor shall develop an implementation plan that details how the Contractor will transition from the beta version to the initial release version of the 511 service. The implementation plan shall discuss system and interface development and testing that is to be performed before, during, and after implementation to ensure all components of the 511 service have been implemented correctly.

A.2.3.10. Configuration Management Plan – The Contractor shall develop a configuration management plan and implement software and hardware configuration control and management procedures. This plan should outline processes, procedures and responsibilities for documenting and implementing any modifications and enhancements, including appropriate development requirements, approvals/acceptance and sign-off authorities. This plan shall also show which components and files (e.g., XML files, data access scripts, voice files) are project-specific and which are shared with other projects that are not part of Tennessee's 511 service, if applicable.



For those 511 service components shared with other projects, the Contractor shall indicate how those shared components will be managed to prevent changes in other projects from impacting Tennessee's 511 service. Configuration management will be under the control of a Configuration Control Board that will consist of State staff and representatives of the Contractor.

A.2.3.11. Training Plan – The Contractor shall develop a training plan that addresses how the Contractor will train State personnel about what their responsibilities are for assisting in the operations and maintenance of the 511 service. These responsibilities include making minor modifications to the menu tree structure by enabling/disabling a floodgate message...

A.2.3.12. Business Model Analysis – The Contractor shall prepare a business model analysis that discusses potential opportunities to minimize State funding obligations, upon implementation of the 511 service, while maximizing the potential for profit for the private sector. Institutional issues surrounding possible public-private partnerships will be discussed. The implementation of potential future enhancements should be considered in the business model analysis.

A.2.3.13. Exit Strategy – An exit strategy shall be included in the event that the Contractor no longer provides hosting services in the future. The exit strategy shall discuss how all project-specific XML files, data access scripts, voice files, and other pertinent code and files will be transferred to a new voice-hosting service provider.

A.2.3.14. Operations and Maintenance Plan – The Contractor shall develop an operations and maintenance plan that addresses, at a minimum, the following key components:

- Overall system operations;
- Staffing plan and requirements, including identifying Contractor points-of-contact;
- Monthly reporting/usage; and
- Maintenance needs.

A.2.3.15. Performance Monitoring Plan – The Contractor shall develop and implement a performance monitoring plan in accordance with the functional and system requirements outlined in Section A3 and any other performance requirements developed as part of the Contractor's scope to measure the success of meeting the system requirements.

A.2.3.16. Initial Enhancements Plan – The Contractor shall develop a plan detailing the initial enhancements anticipated to be implemented within the first six months after the successful implementation of the 511 service. Content enhancements will be initiated by the State, but the Contractor can suggest or recommend functional enhancements.

A.2.3.17. Additional Enhancements Plan – The Contractor shall develop a plan detailing the enhancements anticipated to be implemented for the remaining term of the contract after the successful implementation of the 511 service.

A.2.4. Phase 2: Development of Beta Version of 511 Service

Phase 2, or the Development of Beta Version phase, includes the creation of a beta, or draft, version of the 511 service. The Development of Beta Version phase shall be considered complete when the Contractor has demonstrated the beta version of the IVR platform to the State and obtained approval to move into Phase 3.

A.2.5. Phase 3: Testing and Implementation of 511 Service

Phase 3, or the Testing and Implementation phase, includes the system acceptance testing and all other effort needed to implement the 511 service for public use. The Testing and Implementation phase shall be considered complete when the 511 service has been implemented for public use.



A.2.6. Phase 4: Operations and Maintenance of 511 Service

Phase 4, or the Operations and Maintenance phase, includes operating and maintaining the 511 service through the end of the contract, a period anticipated to be twenty-nine (29) months unless contract extensions are utilized.

A.2.7. Phase 5: Initial Enhancements of 511 Service

Phase 5, or the Initial Enhancements phase, includes implementing a set of enhancements approximately six (6) months after the implementation of the 511 service.

A.2.8. Phase 6: Additional Enhancements of 511 Service

Phase 6, or the Additional Enhancements phase, includes implementing enhancements on an as-needed basis for the remaining term of the contract. The Contractor or the State can recommend enhancements but the State ultimately determines which enhancements to implement.



A.3. Functional and System Requirements. The Contractor shall comply with the following system features and functional requirements in developing, implementing, and operating a 511 service in Tennessee:

A.3.1. Basic System Requirements

A.3.1.1. The 511 service shall be available to travelers 24 hours a day, 365 days a year.

A.3.1.2. In accordance with the National 511 Guidelines, the Contractor-provided components of the 511 service shall be available to callers a minimum of 99.8% of the time, which translates to the service being unavailable less than 18 hours per year. The Contractor shall not be responsible for meeting this availability requirement during times when the connection between the IVR platform and the State's 511 XML server is unavailable.

A.3.1.3. No individual hardware or software element of the 511 service provided by the Contractor shall have a mean time between failures (MTBF) of less than 13,000 continuous hours. The MTBF requirement shall also apply to disruptions of the telephone/Internet service caused by Contractor failure to honor financial commitments to service providers.

A.3.1.4. In accordance with the National 511 Guidelines, the Contractor shall provide sufficient capacity for the 511 service so as to be able to accept all calls for the 90th percentile peak hour load.

A.3.1.5. The Contractor shall determine the number of ports required to accommodate anticipated average call volumes of 32,000 calls per month (totaling 65,000 minutes of total monthly usage) for the first three years of operability. Call transfer requests are expected to average less than 1,000 requests per month.

A.3.1.6. The Contractor shall allocate the appropriate level of system capacity so that "bursting", or the use of additional ports, is not needed to accommodate anticipated average call volumes, but is available, if needed, to accommodate anticipated peak monthly call volumes of 72,000 calls.

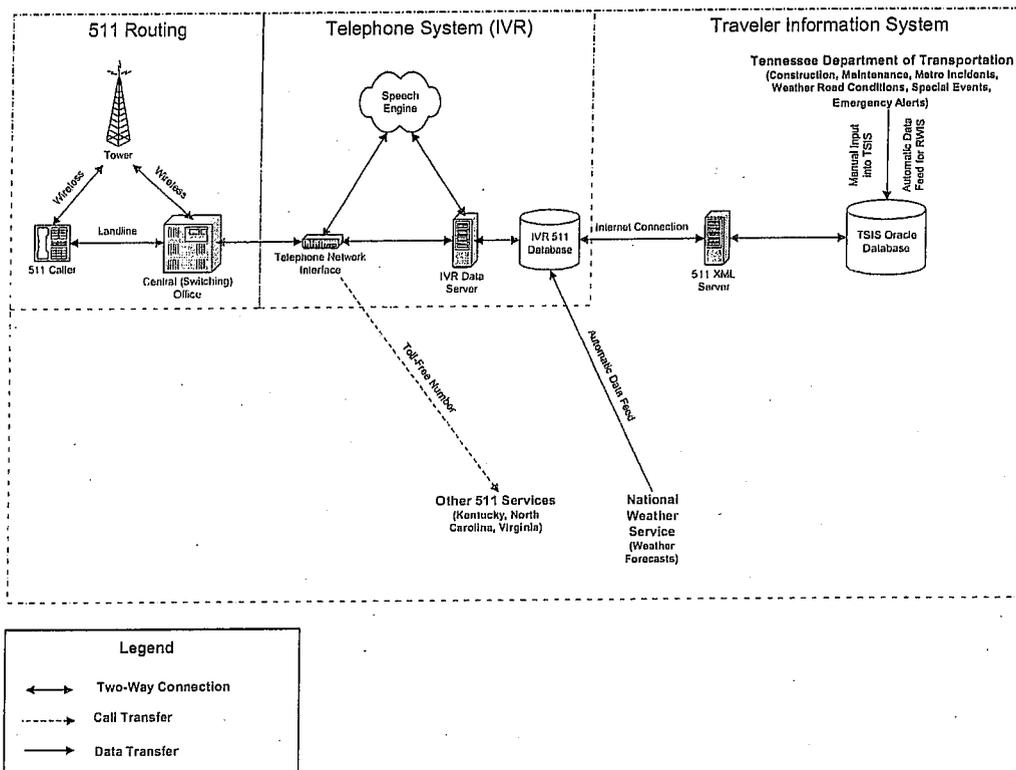
A.3.1.7. As outlined in the System Security and Disaster Recovery Plan (see Section A.2.3.6), the Contractor shall provide sufficient system security to restrict access to the components of, and protect confidential information related to, Tennessee's 511 service. The Contractor shall also provide sufficient system redundancy to minimize the frequency and scope of impact of system failures.

A.3.2. Basic System Functions and Features

A.3.2.1. The development of the initial 511 service, as well as any future enhancements, shall adhere, when feasible, to the most current version of the National 511 Deployment Coalition's 511 Implementation and Operational Guidelines for 511 Services (currently version 2.0) [hereinafter referred to as National 511 Guidelines], unless otherwise directed by the State.

A.3.2.2. The system architecture for the initial 511 service shall be a privately hosted, network-based interactive voice response (IVR) platform, as shown in the following diagram:





A.3.2.3. The Contractor shall be responsible for all tasks related to establishing an IVR platform for the 511 service, which include, but are not limited to:

- Telephone network configuration;
- Voice recordings;
- Menu tree development;
- System logic;
- Database configuration;
- Data server configuration;
- Interface development;
- Training; and
- Management.

A.3.2.4. The State shall obtain and configure the 511 XML server (a Windows 2003 server) and then provide the Contractor with access to the 511 XML server to develop the interface between the IVR data server and the State's 511 XML server. Access to the 511 XML server will be provided to the Contractor using a virtual private network (VPN) connection. The State shall provide the 511 XML server with the capability to initiate and open a private connection to the IVR data server with a modem connection as a redundant backup. The 511 XML server will determine the availability of connections before pushing data to the IVR data server. The Contractor shall be responsible for developing the software solution to determine the conversation between the two servers, while also monitoring the connection status on the Contractor's end. Once the IVR data server receives an update from the 511 XML server, the IVR data server shall send an acknowledgement record to the State's 511 XML server, thereby creating a log entry. The Contractor's software solution shall comply with State standards.

A.3.2.5. The 511 service shall utilize the most current information available. The Contractor shall utilize an IVR 511 database to store a temporary working copy of the State's XML scripts. The State's 511 XML server shall push updated data from the State's TSIS Oracle database to the



Contractor's IVR data server at intervals no longer than ten (10) minutes so as to provide the Contractor with updated information in the IVR 511 database.

A.3.2.6. Callers to the 511 service shall not incur a per-call cost of more than the cost of a local call (i.e., callers using wireless phones will still have air-time charges but calls from landline phones should be free).

A.3.2.7. Callers shall be able to utilize voice response or touch-tone to navigate the menu structure of the 511 service.

A.3.2.8. The 511 service shall comply with applicable Americans with Disabilities Act (ADA) requirements for information accessibility by designing the system to reasonably accommodate speech-impaired and hearing-impaired callers.

A.3.2.9. Advertising and marketing by the private sector are not to be part of the initial greeting or main menu of the 511 service.

A.3.2.10. A time-out feature shall be included that limits the length of a call to the 511 service to ten (10) minutes. Callers shall be provided with a one-minute warning before the time-out limit is reached.

A.3.3. Menu and Content

A.3.3.1. The initial 511 service shall accommodate the following types of information:

- Construction and maintenance activities that close or restrict access to State highways;
- Weather-related road conditions for State highways;
- Weather forecasts for State highways;
- Road closures and major delays due to incidents on State highways;
- Transportation-related major special event information for State highways;
- Emergency notices and other special alerts; and
- Access via call transfer to the Kentucky (statewide), North Carolina, and Virginia 511 services.

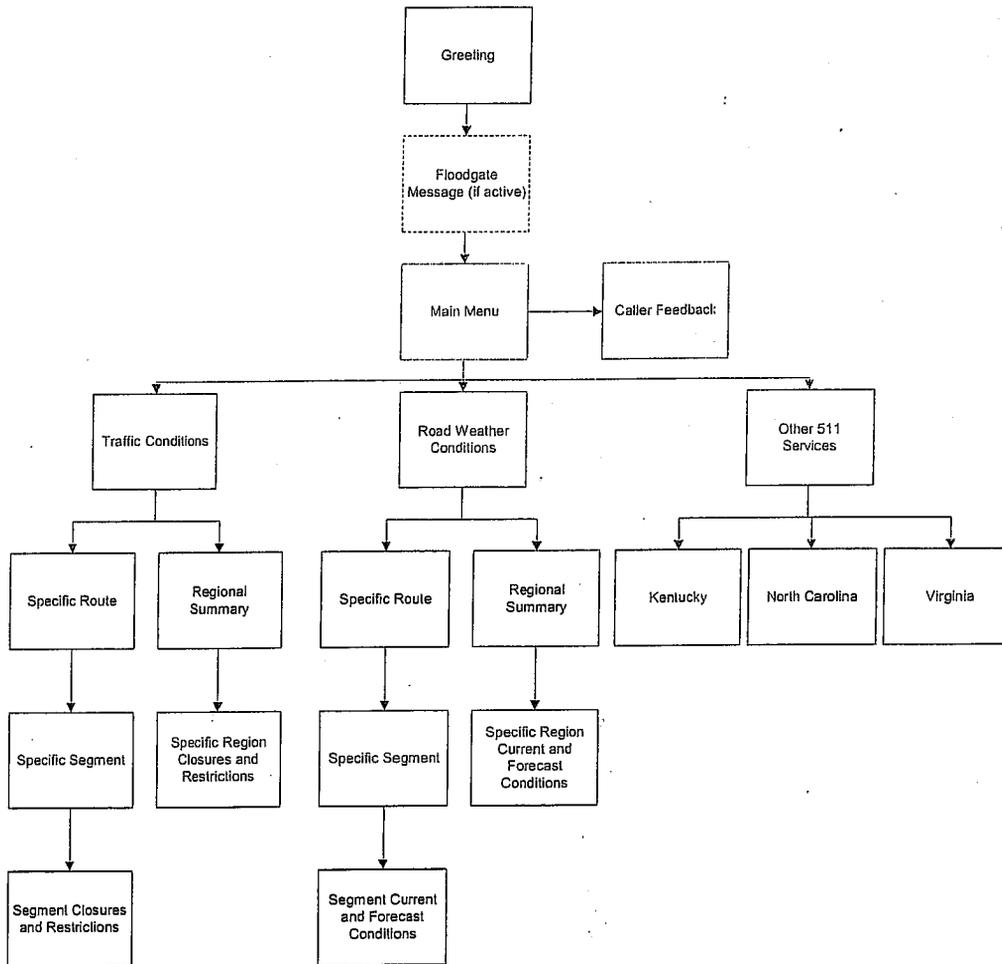
A.3.3.2. In accordance with the National 511 Guidelines, the travel information on State highways available through the 511 service should accommodate the following, where applicable:

- Regional overviews with options for additional detailed information;
- Specific location or portion of route segment to which information applies;
- Direction of travel;
- General description and scale of impact;
- Duration for which information applies; and
- Suggestions for alternate routes, if appropriate.

A.3.3.3. The Contractor shall create a detailed menu tree with call flow diagrams that illustrate how callers will be able to easily navigate through the menus to find the requested information. A high-level menu tree is shown to provide the Contractor with a base from which to develop the detailed menu tree and call flow diagrams.



Tennessee 511 Menu Tree



A.3.3.4. The 511 service shall allow for an uninterruptible floodgate message to be inserted at any level within the menu structure shown in Section A.3.3.3. Callers will not be able to skip past a floodgate message, but once the floodgate message has been played, the 511 service will automatically continue with the same call flow that was being performed prior to the floodgate message. Once a floodgate message is inactivated, callers will not be able to discern where a floodgate message had previously been inserted. The floodgate message will be manually input by the State and delivered to the caller as concatenated speech, text-to-speech, or as a recorded message (e.g., in .wav file format) through an interface to be developed by the Contractor.

A.3.3.5. The initial greeting of the 511 service shall briefly welcome callers to Tennessee's 511 service.

A.3.3.6. At every menu level, the caller shall be able to hear the entire list of potential menu options at that menu level.

A.3.3.7. The 511 service shall provide certain commands made of words and phrases that are globally understood by the IVR platform and can be used by callers at any point in the menu structure. These commands could include:

- Help;
- Main menu;
- Go back;



- Stop;
- Skip ahead to the next event or incident; and
- Repeat.

A.3.3.8. The "help" option offered at each menu shall provide a message that assists the caller with that particular menu.

A.3.3.9. If the information stored in the IVR 511 database has not been updated within the last ten (10) minutes (i.e., the State has not sent updated XML scripts from the State's 511 XML server to the Contractor's IVR 511 data server), the 511 service shall return a "no report available" message within the traffic conditions and road weather conditions menus.

A.3.3.10. When transferring from Tennessee's 511 service to the 511 services of Kentucky, North Carolina, or Virginia, a prompt shall tell the caller that they are transferring from the system and allow the caller to say "no" and be returned to the main menu.

A.3.3.11. Callers shall be given the opportunity at the main menu to provide comments on the performance of the 511 service.

A.3.3.12. The Contractor shall implement the State's requests for minor changes in menu structure or composition within twenty-four (24) hours of the request (during business hours). These minor changes are to be considered part of the operations and maintenance of the 511 service and are not to be considered additional services or enhancements. Minor changes are anticipated to include such activities as:

- Replacing a voice command prompt with a new prompt;
- Removing an existing voice command prompt;
- Adding an additional option to a menu, such as the name of a new roadway; and
- Enabling/disabling a floodgate message.

A.3.3.13. The menu tree and call flow diagrams shall be designed to allow for modification as future enhancements are made to the 511 service. From time to time throughout the duration of the contract, it is anticipated that the State will request that enhancements be made to the 511 service. The Contractor shall respond with a scope and budget within two weeks of a request by the State for an enhancement.

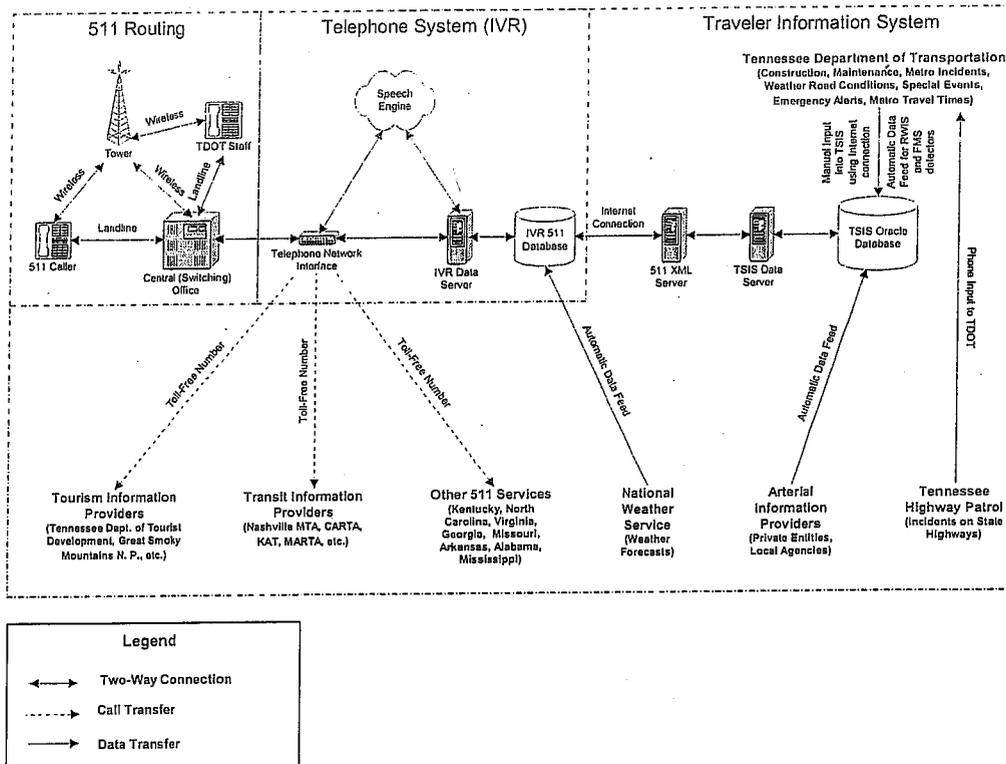
A.3.3.14. The Contractor shall implement enhancements as outlined in the Initial Enhancements Plan (see Section A.2.3.16) and Additional Enhancements Plan (see Section A.2.3.17). The initial group of enhancements should be implemented no more than six (6) months after the implementation of the original 511 service. Additional enhancements are anticipated approximately every nine (9) months thereafter for the term of the contract, and more frequently if needed. Enhancements could include upgrades proposed by the Contractor and should include at least some of the following upgrades currently being considered by the State:

- Transit information, including call transfers to the call centers of:
 - Nashville Metropolitan Transit Authority (MTA);
 - Chattanooga Area Regional Transportation Authority (CARTA);
 - Knoxville Area Transit (KAT);
 - Memphis Area Transit Authority (MATA);
- Tourism information (e.g., Tennessee Department of Tourist Development and Great Smoky Mountains National Park);
- Congestion information and anticipated travel times in metropolitan areas;
- Arterial street travel information;
- IVR platform component with restricted access that is for State personnel to input traffic and road weather conditions information by phone that is subsequently sent back to the State's 511 XML server for inclusion in the 511 service;



- Call transfers or contact numbers for 511 services provided by the following neighboring states:
 - Missouri;
 - Georgia;
 - Mississippi;
 - Alabama; and
 - Arkansas.

A.3.3.15. The system architecture for the enhanced 511 service is envisioned to generally be as shown in the following diagram, although the number and type of enhancements is subject to change:



A.3.4. System Interfaces

A.3.4.1. The Contractor shall obtain a toll-free number for use with the 511 service. This number will be the point-to number to which 511 calls will be routed by telecommunications providers. The State will coordinate with telecommunications providers to perform the actual routing. This point-to number should be a number that is easy to remember, if possible, in case there are callers who need to dial the toll-free number because their telecommunications providers do not route 511 calls. The ownership of the toll-free number shall be transferred to the State at the end of the contract.

A.3.4.2. The Contractor shall be responsible for all telecommunications connections between the IVR platform and the public switched telephone network (PSTN) for toll-free and call transfer services.

A.3.4.3. The Contractor shall be responsible for all interfaces and connections between the components of the IVR platform.



A.3.4.4. The Contractor shall be responsible for all interfaces and connections between the Contractor's IVR platform and the State's 511 XML server.

A.3.4.5. The Contractor will coordinate with the State to obtain secure access to the State's 511 XML server only to the extent and for the duration required to develop, test, and implement the Contractor's IVR data server.

A.3.4.6. The Contractor will develop an interface with the National Weather Service or other weather information providers to provide general forecasted weather conditions in the 511 service for the roadway segments included in the 511 service.

A.3.4.7. The Contractor will develop an interface and mechanism that allows State staff to insert and remove a floodgate message at any point in the menu structure. This interface will utilize a secure Internet connection. The floodgate interface will permit State staff to use text or pre-recorded messages (e.g., .wav files) for floodgate messages. The Contractor shall ensure that all floodgate messages in a text format are appropriately converted to speech. The Contractor shall ensure that all floodgate messages are uploaded to the 511 service and placed in the 511 menu structure as requested by State staff.

A.3.4.8. The 511 service will provide call transfers to the toll-free numbers corresponding to the 511 services of Kentucky, North Carolina, and Virginia that disconnect the caller from Tennessee's 511 service once the call transfer is made.

A.3.4.9. The Contractor is responsible for developing or modifying interfaces between the Contractor-provided components of the 511 service to accommodate future enhancements.

A.3.5. End-User Interfaces

A.3.5.1. The IVR platform shall recognize voice commands from callers and provide callers with access to the requested information through voice message outputs.

A.3.5.2. The IVR platform shall be capable of recognizing various accents and dialects.

A.3.5.3. The IVR platform shall be capable of recognizing various names or designations for the same road or location (e.g., Interstate 40 and I-40).

A.3.5.4. The voice recognition shall be updateable either through software or other means on the accents and words most commonly used by callers of the 511 service, thereby improving the voice recognition functionality.

A.3.5.5. The IVR platform also shall be capable of recognizing touch-tone, also known as dual-tone multi-frequency (DTMF), commands from callers, thereby creating an alternate method besides voice commands for callers to request information.

A.3.5.6. The IVR platform shall automatically default to touch-tone after three consecutive failures to recognize voice commands. Callers shall be notified that the system is defaulting to touch-tone.

A.3.5.7. Travel information shall generally be converted to voice messages by combining concatenated voice clips or utilizing text-to-speech. Version 2.0 of voice extensible markup language (VXML) shall be used to convert the data into voice messages. Pre-recorded messages may be appropriate in certain cases such as floodgate messages.

A.3.5.8. The Contractor shall coordinate with the State regarding the recording of voice messages for Tennessee's 511 service. The State will provide the Contractor with the voice talent but it will be the responsibility of the Contractor to provide the words or sentences that are to be recorded to the voice talent. There are close to 6,000 different roadway segments that could potentially be



utilized in Tennessee's 511 service. It is anticipated that the same voice talent will be utilized to record all voice messages, with one possible exception being for pre-recorded messages produced by the State.

A.3.5.9. The IVR platform shall provide audible evidence that a call is still active if there is any "dead" time while data is being processed.

A.3.5.10. The State shall maintain the rights to all project-specific voice recordings developed for Tennessee's 511 service. A copy of all project-specific voice recordings shall be provided to the State by the Contractor before implementation of the 511 service occurs. Any updates to the voice recordings throughout the contract period shall also be provided to the State.

A.3.5.11. The Contractor shall provide a demonstration (see Section A.2.3.7) to the State that shows that all of the requirements set forth in Section A.3.5 have been met.

A.3.6. Implementation

A.3.6.1. The Contractor shall develop and test the new 511 service off-line prior to implementation.

A.3.6.2. After a full end-to-end test is performed as outlined in the System Acceptance Test Plan (see Section A.2.3.8), the 511 service must operate properly, without a system failure, for a consecutive 30-day burn-in period before final acceptance of the 511 service will be made. A system failure occurs when there is an interruption or problem with the proper operation of the system. Proper operation includes, but is not limited to, the full process from receiving the call, recognizing the caller requests, retrieving the desired information, reporting that information back to the caller, and terminating the call.

A.3.6.3. Any additional temporary or permanent toll-free numbers, hardware, and software needed for testing or operating the new 511 service will be obtained and paid for by the Contractor.

A.3.6.4. Implementation of the 511 service shall occur as outlined in the Implementation Plan (see Section A.2.3.9) and shall commence no later than seven months from the date of notice to proceed, unless otherwise authorized by the State.

A.3.6.5. Live testing of the new 511 service shall be conducted immediately after implementation to ensure all components of the new 511 service have been successfully implemented.

A.3.6.6. Any enhancements to the 511 service shall go through testing as outlined in the System Acceptance Test Plan (see Section A.2.3.8).

A.3.7. Operations and Maintenance

A.3.7.1. Operations and maintenance shall commence with the implementation of the 511 service and continue until the expiration of the contract or expiration of any contract extensions.

A.3.7.2. All operations and maintenance requirements associated with the Contractor's components of the 511 service will be the responsibility of the Contractor and shall be outlined in the Operations and Maintenance Plan (see Section A.2.3.14).

A.3.7.3. The 511 service shall be designed with appropriate reporting functions and shall generate system performance reports for the State monthly, annually, and as required. The following system performance and utilization statistics shall be included at a minimum:

- Calls per month;
- Peak daily count and date of occurrence;



- Peak hourly count and time of occurrence;
- Capacity utilization (number of ports used versus number available);
- Number of dropped calls;
- Number and duration of system failures;
- Average call length in seconds;
- Total minutes of usage per month;
- Total number and percentage of requests for each of the main menu selections:
 - Traffic Conditions;
 - Road Weather Conditions;
 - Other 511 Services;
 - Caller Feedback;
 - No Selection;
- Total number and percentage of transfers to each of the following 511 services:
 - Kentucky;
 - North Carolina;
 - Virginia;
 - No Selection;
- Total number and percentage of calls from wireless telephones (optional based on telephone routing configuration); and
- Total number and percentage of calls from landline telephones (optional based on telephone routing configuration).

A.3.7.4. The Contractor shall be responsible for ensuring that the call transfers to the 511 services of Kentucky, North Carolina, and Virginia are correctly programmed and properly functioning.

A.3.7.5. As outlined in the Performance Monitoring Plan (see Section A.2.3.15), the Contractor shall monitor the 511 service operations to ensure that interfaces, menus, prompts, and responses are functioning correctly. The State will be responsible for quality and accuracy of information provided to callers.

A.3.7.6. The Contractor shall provide the means to log information from the components of the 511 service. Logging information shall include system status, system errors, and operational logs. The log text shall be time stamped and presented in understandable English sentences. Other information may be provided, as necessary, to assist developers in diagnosing the causes of any problems.

A.3.7.7. Any needed maintenance, upgrade, and life-cycle costs for the Contractor-provided portions of the 511 service will be incurred by the Contractor.

A.3.8. Training

A.3.8.1. As outlined in the Training Plan (see Section A.2.3.11), the Contractor shall develop curricula that documents the responsibilities of State personnel for assisting the Contractor in the operations and maintenance of the 511 service.

A.3.8.2. The Contractor shall conduct training of State personnel at a State location in Nashville at least sixty (60) days prior to the implementation of the 511 service. It is anticipated that this training will be for ten (10) to fifteen (15) State personnel.

A.3.9. Configuration Management and Control

A.3.9.1. The Contractor shall track all modifications, changes, and enhancements to the 511 service.

A.3.9.2. The Contractor shall implement the software and hardware configuration control and management procedures outlined in the Configuration Management Plan (see Section A.2.3.10).



A.3.9.3. The Contractor shall report to the configuration management board and provide status reports to the State quarterly.

A.3.9.4. The Contractor shall update the Configuration Management Plan (see Section A.2.3.10) and all other applicable plans as needed.

B. CONTRACT TERM:

B.1. Contract Term. This Contract shall be effective for the period commencing on December 5, 2005 and ending on December 4, 2008. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that the State notifies the Contractor in writing of its intention to do so at least sixty (60) days prior to the contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original contract unless otherwise agreed upon by the Contractor and the State.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Five hundred ninety eight thousand dollars (\$598,000). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The Service Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3.a. Implementation Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A.2. The Contractor shall be compensated based upon the following Service Rates:

<u>SERVICE UNIT/MILESTONE</u>	<u>AMOUNT</u>
Phase 1: System Design of 511 Service	\$56,500
Phase 2: Development of Beta Version of 511 Service	\$56,500
Phase 3: Testing and Implementation of 511 Service	\$56,500



The Contractor shall submit invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated.

C.3.b. Operations, Maintenance, and Enhancement Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A.2. The Contractor shall be compensated based upon the following Service Rates:

<u>SERVICE UNIT/MILESTONE</u>	<u>PAYMENT RATE</u>
Phase 4: Operations and Maintenance of 511 Service – Monthly cost components independent of usage, including but not limited to program management, IVR hosting, and software and hardware maintenance and upgrades	\$87,000
Phase 4: Operations and Maintenance of 511 Service – Per minute rate for 0-25,000 minutes in a month (includes all applicable long distance access, telco, and bursting surcharges and taxes except for call transfer charges)	\$90,625
Phase 4: Operations and Maintenance of 511 Service – Per minute rate, if exceed 25,000 minutes in a month, for next tier of 25,000 minutes (25,001-50,000 total minutes) in a month (includes all applicable long distance access, telco, and bursting surcharges and taxes except for call transfer charges)	\$75,000
Phase 4: Operations and Maintenance of 511 Service – Per minute rate, if exceed 50,000 minutes in a month, for next tier of 25,000 minutes (50,001-75,000 total minutes) in a month (includes all applicable long distance access, telco, and bursting surcharges and taxes except for call transfer charges)	\$43,125
Phase 4: Operations and Maintenance of 511 Service – Per minute rate, if exceed 75,000 minutes in a month, for next tier of 25,000 minutes (75,001-100,000 total minutes) in a month (includes all applicable long distance access, telco, and bursting surcharges and taxes except for call transfer charges)	\$19,250
Phase 4: Operations and Maintenance of 511 Service – Per minute rate, if exceed 100,000 minutes in a month, for next tier of 50,000 minutes (100,001-150,000 total minutes) in a month (includes all applicable long distance access, telco, and bursting surcharges and taxes except for call transfer charges)	\$15,750
Phase 4: Operations and Maintenance of 511 Service – Per minute rate, if exceed 150,000 minutes in a month, for next tier of 50,000 minutes (150,001-200,000 total minutes) in a month (includes all applicable long distance access, telco, and bursting surcharges and taxes except for call transfer charges)	\$10,000



Phase 4: Operations and Maintenance of 511 Service – Per minute rate, if exceed 200,000 minutes in a month, for all additional minutes beyond 200,000 minutes in a month (includes all applicable long distance access, telco, and bursting surcharges and taxes except for call transfer charges)	\$7,125
Phase 4: Operations and Maintenance of 511 Service – Per transfer charge for a call transfer to a toll-free number	\$15,000
Phase 5: Initial Enhancements of 511 Service – Average hourly rate	\$26,250
Phase 6: Additional Enhancements of 511 Service – Average hourly rate	\$39,375

For initial and additional enhancements to the 511 service (Phase 5 and Phase 6), the Contractor shall provide a fixed-price estimate that shows the number of hours anticipated and their corresponding categorical rates. The Contractor shall not commence work on any enhancements prior to receiving written approval from the State to perform the services. The State reserves the right to challenge any estimate.

The Contractor shall submit an invoice, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. For Phase 4, such invoices shall be submitted monthly. For Phase 5 and for Phase 6, such invoices shall be submitted upon the State's signed acceptance of the work product specified and no more often than monthly and shall, at a minimum, include the name of each individual, the individual's job title, the number of hours worked during the period, the applicable Payment Rate, the total compensation requested for the individual, and the total amount due the Contractor for the period invoiced.

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.
- C.7. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.8. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.
- C.9. Retention of Final Payment. An amount of Fifty nine thousand eight hundred dollars (\$59,800), representing ten percent (10%) of the maximum total compensation payable under this Contract, shall be withheld by the State until three hundred sixty-five (365) days after final completion of Phase 3 of the services to be performed by the Contractor under this Contract.
- D. STANDARD TERMS AND CONDITIONS:



- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least sixty (60) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.



D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

D.13. State Liability. The State shall have no liability except as specifically provided in this Contract.

D.14. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under **Tennessee Code Annotated**, Sections 9-8-101 through 9-8-407.

D.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

John Hall, Motorist Information Coordinator
Tennessee Department of Transportation
505 Deaderick Street
Suite 700 James K. Polk Building
Nashville, TN 37243



(615) 741-2331
FAX NUMBER (615) 741-2508

The Contractor:

Marybeth McManus
First Data Government Solutions, LP
Government Contracts Manager
11311 Cornell Pk Dr # 300
Cincinnati, OH 45242
513-489-9599 x226 (Office)
mmcmanus@fdgs.com

cc: Carolyn Hariton
First Data Government Solutions, LP
12500 Mt. Belford Ave, M21-A4
Englewood, CO 80112
720-332-5209 (Office)
Carolyn.Hariton@firstdatacorp.com

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. State Ownership of Work Products. The State shall have all ownership right, title, and interest, including ownership of copyright, in all work products created, designed, developed, derived, documented, installed, or delivered to the State under this Contract. The State shall have royalty-free and unlimited rights to use, disclose, reproduce, or publish, for any purpose whatsoever, all said work products. The Contractor shall furnish such information and data upon request of the State, in accordance with the Contract and applicable State law.
- E.5. Performance Bond. Upon approval of the Contract by all appropriate State officials in accordance with applicable State laws and regulations, the Contractor shall furnish a performance bond in the amount equal to Five Hundred Thousand Dollars (\$500,000.00), guaranteeing full and faithful performance of all undertakings and obligations under this Contract for the initial Contract term and all extensions thereof. The bond shall be in the manner and form prescribed by the State and must be issued through a company licensed to issue such a bond in the State of Tennessee.
- The Contractor shall obtain the required performance bond in form and substance acceptable to the State and provide it to the State no later than December 5, 2005. Failure to provide the performance bond prior to the deadline as required shall result in contract termination.
- In lieu of a performance bond, a surety deposit, in the sum of Five Hundred Thousand Dollars (\$500,000.00), may be substituted if approved by the State prior to its submittal.
- E.6. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.



E.7. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- a. The Contract document and its attachments
- b. All Clarifications and addenda made to the Contractor's Proposal
- c. The Request for Proposal and its associated amendments
- d. Technical Specifications provided to the Contractor
- e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

E.8. Workpapers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.

E.9. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

E.10. Public Funding Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Contractor relative to this Contract shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Contractor shall be approved by the State.

E.11. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.

E.12. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Contractor will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Contractor exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the



Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.13. Confidentiality of Vendor Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided by the Contractor to the State shall be regarded as confidential information in accordance with the provisions of State law and ethical standards. Necessary steps shall be taken by the State to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The State will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the Contractor's information as the State exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The State's obligations under this section do not apply to information in the public domain; entering the public domain, but not previously possessed by the State.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.14. Date/Time Hold Harmless. As required by *Tennessee Code Annotated*, Section 12-4-118, the contractor shall hold harmless and indemnify the State of Tennessee; its officers and employees; and any agency or political subdivision of the State for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.
- E.15. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

- E.16. Limitation of Liability - The Contractor's liability to the State, and its indemnification of the State for any acts or omissions attributable to the Contractor under this Contract shall be limited to two (2) times the value of the Contract. The value of the Contract shall be determined by the State's Maximum Liability provisions in Paragraph ((c).1. of this contract, or as such Maximum Liability may be amended. This Limitation applies to all causes of action or claims in the aggregate, including without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts. However, the Limitation of Liability shall not apply to the Contractor's intentional torts, criminal acts, or fraudulent conduct.



E.17. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System, provides that if a retired member returns to State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to the Tennessee Consolidated Retirement System the amount of retirement benefits the Contractor received from the Retirement System during the period of this Contract.

E.18. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.



IN WITNESS WHEREOF:

[CONTRACTOR LEGAL ENTITY NAME]: First Data Government Solutions, LP
By: First Data Government Solutions, LLC its General Partner



[NAME AND TITLE] THOMAS R. SIEKMAN SVP Date 11/29/05

TENNESSEE DEPARTMENT OF TRANSPORTATION:

Gerald F. Nicely R.T. 12-13-05
Gerald F. Nicely, Commissioner Date

John Reinbold 12/13/05
John Reinbold, General Counsel Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr. 1/3/06
M. D. Goetz, Jr., Commissioner Date

COMPTROLLER OF THE TREASURY:

John G. Morgan 1-6-06
John G. Morgan, Comptroller of the Treasury Date

